UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA Plaintiff - v. - FUNDS IN THE AMOUNT OF $550,000 SEIZED FROM NATIONAL CITY BANK ACCOUNT NO. XXXXX4706 HELD IN THE NAME OF BILL ANEST Defendant	08 Civ. 2462 (BMM) (NRN)

ANSWER OF CLAIMANT BILL ANEST FAMILY LIMITED PARTNERSHIP

Claimant BILL ANEST FAMILY LIMITED PARTNERSHIP (the "Partnership"), by and through its attorneys, Kobre & Kim LLP, hereby answers the Verified Complaint *in rem* dated April 30, 2008, of Plaintiff United States of America in the above captioned action (the "Complaint"), pursuant to 18 U.S.C. § 983(a)(4)(B) and Rule G(5)(b) of the Supplemental Rules of Certain Admiralty and Maritime Claims, as follows:

1. The Partnership avers that Paragraph 1 of the Complaint includes legal conclusions as to which no response is required and is otherwise without knowledge or information sufficient to form a belief as the truth of the allegations contained therein.

2. The Partnership avers that Paragraph 2 of the Complaint constitutes legal conclusions as to which no response is required.

3. The Partnership avers that Paragraph 3 of the Complaint constitutes legal conclusions as to which no response is required.

4. The Partnership avers that Paragraph 4 of the Complaint constitutes legal conclusions as to which no response is required and is otherwise without knowledge or information sufficient to form a belief as the truth of the allegations contained therein.

5. The Partnership avers that Paragraph 5 of the Complaint constitutes legal conclusions as to which no response is required.

6. The Partnership avers that Paragraph 6 of the Complaint constitutes legal conclusions as to which no response is required.

7. The Partnership generally denies Paragraph 7, except admits that Bill Anest is an authorized signatory to the National City Bank account referred to in Paragraph 7 (hereinafter, the “Account”) and states that Bill Anest is a former Director of National City Bank.

8. The Partnership generally denies Paragraph 8 of the Complaint, except admits that from January 3, 2007 through November 8, 2007, there were a number of cash deposits made into the Account in the amount of $10,000 and asserts that the bank account records referred to in Paragraph 8 of the Complaint speak for themselves.

9. The Partnership generally denies Paragraph 9 of the Complaint, except admits that from January 3, 2007 through November 8, 2007, there were a number of cash deposits made into the Account in the amount of $10,000 and asserts that the records referred to in Paragraph 9 of the Complaint speak for themselves.

10. The Partnership generally denies Paragraph 10 of the Complaint, except admits that from June 3, 2003 through December 31, 2006, there were a number of cash deposits made into the Account in the amount of $10,000 and asserts that the bank records referred to in Paragraph 10 of the Complaint speak for themselves.

11. The Partnership generally denies Paragraph 11 of the Complaint, except admits that at least some of the deposits described in Paragraphs 8, 9 and 10 of this Answer were made by Bill Anest.

12. The Partnership denies that Plaintiff is entitled to the relief sought in Paragraph 12 of the Complaint with respect to the Account and is otherwise without knowledge or information sufficient to form a belief as the truth of the allegations in Paragraph 12 of the Complaint.

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Innocent Owner Defense

To the extent any of the Defendant funds are found to be in violation of Title 31, United States Code, Section 5313 and 5324 or is otherwise found to be forfeitable, the Partnership is an innocent owner, as defined in 18 U.S.C. § 983(d).

Dated: New York, New York
June 30, 2008

BILL ANEST FAMILY LIMITED PARTNERSHIP

By its attorneys,

KOBRE & KIM LLP

By: /s/ Leif T. Simonson
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